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**AGREEMENT
BETWEEN
BOROUGH OF SEASIDE HEIGHTS
AND**

SEASIDE HEIGHTS PUBLIC WORKS ASSOCIATION

FOR THE PERIOD

JANUARY 1, 1997 THROUGH DECEMBER 31, 1999

THIS AGREEMENT dated the 9th day of April, 1997, by and between the **BOROUGH OF SEASIDE HEIGHTS**, a municipal corporation of the State of New Jersey, having its principal offices located at 901 Boulevard, P.O. Box 38, Seaside Heights, New Jersey, hereinafter referred to as "BOROUGH," and **SEASIDE HEIGHTS PUBLIC WORKS ASSOCIATION**, hereinafter referred to as the "ASSOCIATION."

WITNESSETH:

WHEREAS, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Borough and its employees and to establish a basic understanding relative to rate of pay, hours of work and other terms and conditions of employment consistent with the law.

NOW, THEREFORE, in consideration of these promises and mutual covenants herein contained, the parties hereto agree with each other, with respect to the employees of the BOROUGH, recognized as being represented by the ASSOCIATION, as follows:

ARTICLE I
RECOGNITION

The BOROUGH recognizes the ASSOCIATION as the exclusive representative of all employees in the negotiating unit as hereinafter defined for the purposes of collective bargaining and all other activities relative thereto pursuant to the Public Employer - Employee Relations Act of the State of New Jersey and other applicable law.

The bargaining unit shall consist of all permanently appointed, full-time, Civil Service Laborers, Mechanics, Maintenance Repairers, Water Treatment Plant Operators, Supervisor

GELMORE & MONAHAN
A Professional Corporation
COUNSELORS AT LAW
Alpha Street Professional Center
Ten Alpha Street
P.O. Box 1310
- River, New Jersey 06754

Sewer/Water, Superintendent of Roads, Line Workers, Supervising Electrician, Electrician and Electric Utility Employees.

ARTICLE II
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from the first day of January, 1997 through and including the thirty-first day of December, 1999.

ARTICLE III
NEGOTIATION OF A SUCCESSOR AGREEMENT

The parties to this Agreement, namely the BOROUGH and the ASSOCIATION, agree to renegotiate and bargain collectively concerning all of the articles of this Agreement, prior to the termination date of this Agreement and in accord with the applicable Public Employer-Employee Relations Commission rules concerning negotiation by a public employer and public employees.

ARTICLE IV
MANAGEMENT RIGHTS

A. The BOROUGH hereby retains and reserves unto itself, without limitation, all powers, rights, authority and duties and responsibilities conferred upon it and vested in it by the laws and the Constitution of the State of New Jersey and the United States except as may be specifically modified by this Agreement. The BOROUGH further retains the following basic rights:

1. The exclusive authority to maintain the operational effectiveness of its executive administrative control functions over its properties, facilities and activities of its employees.
2. The right to hire all employees and subject them to the provisions of the law, to determine their qualifications and conditions for continued

employment or assignment and to promote, transfer, dismiss, discipline, reassign, relocate and evaluate employees.

B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the BOROUGH and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited to the extent that such management rights are in conformance with the Constitutions and Laws of the State of New Jersey and the United States.

ARTICLE V **GRIEVANCE PROCEDURE**

A. Grievance is hereby jointly defined as any alleged violation of this Agreement or any dispute with respect to its meaning or application.

B. In order to provide for an orderly method for handling and disposing of disputes and grievances by the parties, any grievance arising between an employee and the BOROUGH, as to the meaning, application or operation of any provision of this Agreement, except for limitations imposed on the authority of the BOROUGH by statute, and shall be adjusted as follows:

STEP 1. The grievant and his or her representative shall present a written statement of the alleged grievance to his or her immediate Supervisor. The grievant must file a written grievance within fifteen (15) days of the occurrence of said grievance.

The immediate Supervisor will review the grievance, investigate the facts and submit a written answer to the grievant within fifteen (15) days of the submission date of the written grievance.

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Alico Street Professional Center
Tea Alico Street
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- River, New Jersey 07754

STEP II. If the grievant is dissatisfied with the answers submitted by his or her immediate Supervisor, said grievant and his or her representative may appeal the immediate Supervisor's written answer within fifteen (15) days after receipt of said answer at the first step to his or her Department Head or designee.

The Department Head or designee shall then review the grievance appeal, investigate the facts and submit a written answer to the grievant within fifteen (15) days of the submission of said grievance to Step II.

STEP III. If the grievant is dissatisfied with the answer submitted by the Department Head or designee at Step II, said grievant or his or her representative may appeal the answer received within fifteen (15) days after receipt of said written answer at the second step of the process to the Borough Administrator. The employee will request in writing that the Department Head or designee schedule a hearing before the Borough Administrator on the matter. The hearing shall be scheduled within fourteen (14) days after the receipt of the grievance appeal from the Department Head or designee's decision at Step II of the process. The Borough Administrator will then hold a hearing with the employee and his or her representative and the Borough Administrator will submit a written answer to the grievant within fifteen (15) days after adjournment of said hearing. The decision of the Borough Administrator shall be final and binding on all matters except contract violations.

STEP IV. If the grievant is still dissatisfied with the answer received from the Borough Administrator and the grievance is a matter of a contract violation, the grievant shall petition the Association in writing to submit his/her grievance to advisory arbitration. If the

Association determines the grievance to be meritorious, it may submit the grievance to arbitration in accordance with the following procedure:

1. Within twenty (20) days of any decision by the Borough Administrator, the Association may request advisory arbitration with the American Arbitration Association and request a selection list of arbitrators. The parties shall submit their respective selections in accordance with the rules and timetable of the American Arbitration Association. The hearing shall be conducted and the Arbitrator's Award issued in accordance with the rules of the American Arbitration Association except as hereinafter modified;
2. The Arbitrator will first rule on the arbitrament of the grievance if so requested by either party;
3. The Arbitrator shall have no power to add or to alter language in effect in this Agreement;
4. The Arbitrator shall not have the power to make an award which is not within the power of the Borough Administrator to implement;
5. The Arbitrator's decision shall be advisory on all matters regarding violations of the Agreement unless the decision should require legislative action and in the event such decision shall be effective only if such legislation is enacted;

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6. The parties will share the cost of arbitration itself, that is, the arbitrator's fees and expenses, if any, as well as the cost of the hearing room, if any. All other expenses in connection with the arbitration case will be borne by the respective parties incurring same;
7. Any grievance not processed to the next Step in the grievance procedure, within the time limited provided for such processing, shall be deemed to have been waived and abandoned by the employee and the Association;
8. Nothing contained herein shall be deemed to limit or impair the rights of the employee and Association to seek a remedy provided for the New Jersey Department of Personnel, the Courts or any other of this State, provided that the employee and the Association must elect only one of these options.

C. The Advanced Step Filing and Group Grievances are as follows:

1. If the action, order or interpretation which gives rise to a grievance emanates from a level of authority higher than Step I of the grievance procedure so that the grievant's immediate Supervisor is without authority to resolve the grievance, the grievant may initiate his/her grievance at the first appropriate Step of the Grievance Procedure at which the grievance can be resolved. All other provisions of subsection (A) of the grievance procedure shall apply to such grievance.

2. If, in the judgment of the Executive Committee, a grievance affects a group or class of the ASSOCIATION, the ASSOCIATION may submit a single written grievance on behalf of all affected members to the first appropriate Step of the Grievance Procedure at which the subjection (a) of the Grievance Procedure shall apply to such grievance.

ARTICLE VI **WORK DAY - WORK WEEK**

The regular work week shall be forty (40) hours per week, five (5) days per week, eight (8) hours per day which shall include one-half ($\frac{1}{2}$) hour for lunch break at the end of the first five-hour shift. No other breaks shall be permitted. The regular shift is:

7:00 a.m. to 3:00 p.m.
3:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.
3:00 a.m. to 11:00 noon

It is recognized that other shifts may have to be implemented during the summer season. Employees shall be given advance notice of thirty (30) days if they will be required to adjust their schedule from previous shifts assigned. Scheduled changes shall first be offered based on experience and seniority. If there are not volunteers for shift changes, then shifts shall be assigned in reverse order of seniority. That is, mandatory shift changes shall be assigned first to those employees with the least seniority.

ARTICLE VI **EMERGENCY DUTY**

The employees of the Public Works Department shall receive four (4) hours pay, which pay shall be computed at one and a half times said employee's regular rate of pay, for

emergency call outs. Any emergency must first be approved by the Borough Administrator, Mayor or Department Council Committee Chairperson. If any employee receives one or more additional emergency call outs within the same four hour period of the first emergency call out, he or she shall receive no additional compensation other than that set forth above. Employees called to emergency duty shall perform no work other than the required emergency work.

ARTICLE VIII **CLOTHING AND CLEANING ALLOWANCE**

All Public Works Association employees shall receive a combined payment of \$500.00 per employee to be paid to each member by June 1 of each year.

ARTICLE IX **OVERTIME COMPENSATION AND COMPENSATORY TIME**

Payment of overtime and compensatory time shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE X **SALARY**

<u>Name</u>	<u>1997</u>	<u>1998</u>	<u>1999</u>
Sam Hanson	\$65,914.	\$67,164.	\$68,414.
Ted Zipf	\$63,300.	\$64,550.	\$65,800.
Bob Arnold	\$51,126.	\$52,376.	\$53,626.
Doug Smith	\$47,250.	\$48,500.	\$49,750.
Jim Bellio	\$46,810.	\$48,060.	\$49,310.
Frank Albamonte	\$44,514.	\$45,764.	\$47,014.
Lou DiGuilio	\$43,332.	\$44,582.	\$45,832.
Bob Baran	\$36,250.	\$37,500.	\$38,750.
Rich Applegate	\$33,450.	\$34,700.	\$35,950.
Eddie Eglentowicz	\$35,582.	\$36,832.	\$38,082.
Dennis Morton	\$35,582.	\$36,832.	\$38,082.
Bob Miele	\$21,906.	\$23,156.	\$24,406.
Jim Andren	\$21,250.	\$22,500.	\$23,750.
Scott Andrews	\$21,250.	\$22,500.	\$23,750.
Billy Rumbolo	\$21,250.	\$22,500.	\$23,750.

ARTICLE XI
VACATION LEAVE,
ACCUMULATION OF VACATION TIME AND
COMPENSATION OF ACCUMULATED VACATION UPON RETIREMENT

Vacation leave, accumulation of vacation time and compensation of accumulated vacation upon retirement shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XII
HOLIDAYS

The ASSOCIATION shall be granted holidays in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XIII
SICK LEAVE AND ACCUMULATION OF SICK
LEAVE AT RETIREMENT

Entitlement to sick leave and the accumulation of sick leave at retirement shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XIV
VACATION LEAVE, PERSONAL DAYS AND BEREAVEMENT LEAVE

The entitlement to vacation leave personal days and bereavement leave shall be in accordance with the Borough of Seaside Heights Policy and Procedures Manual.

ARTICLE XV
MISCELLANEOUS LEAVES

The balance of all other leaves including leaves without pay, family and medical leave, military leave, educational leave, etc., shall be in accordance with the Seaside Heights Policy and Procedures Manual.

ARTICLE XVI
HOSPITALIZATION PLAN, MEDICAL INSURANCE
AND HEALTH BENEFITS

Employees shall be entitled to a hospitalization plan and extended health benefits in accordance with the Seaside Heights Policy and Procedures Manual.

ARTICLE XVII
SAVINGS CLAUSE

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the Agreement not be affected and shall continue in full force and effect absent the clause found to be illegal or unconstitutional.

ARTICLE XVIII
FULLY-BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all negotiable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, subject to the provisions of the New Jersey Employer Employee Relations Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

WITNESS & ATTEST:

BETTSEY ARNOLD
BETTSEY ARNOLD, RMC
Municipal Clerk
(Seal)

CWH:pd
#2800

BOROUGH OF SEASIDE HEIGHTS

By P. Kenneth Hershey
P. KENNETH HERSHY, Mayor

**SEASIDE HEIGHTS PUBLIC WORKS
ASSOCIATION**

By James B. Stevens

Robert B. Baugh
S.C.H.